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## **Texas Administrative Code**

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**TITLE 7**

**BANKING AND SECURITIES**

**PART 2**

**TEXAS DEPARTMENT OF BANKING**

**CHAPTER 12**

**LOANS AND INVESTMENTS**

**SUBCHAPTER B**

**LOANS**

**RULE §12.32**

**Loan Fees and Charges**

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(a) Applicability.

(1) Finance Code, §34.203, and this section apply to:

(A) closed end first lien residential real estate loans;

(B) loans other than for personal, family, or household use (i.e., commercial loans including all commercial real estate loans); and

(C) loans for personal, family, or household use that are repayable in a single installment (i.e., single pay consumer loans).

(2) Finance Code, §34.203, and this section do not apply to a consumer loan payable in two or more installments that is subject to Finance Code, Title 4, Subtitle B.

(b) Reasonable fees authorized. A bank may require a borrower to pay all reasonable expenses and fees incurred in connection with the making, closing, disbursing, extending, readjusting, or renewing of a loan subject to this section, including fees paid to third parties as well as charges and fees paid to the bank itself for the services of the bank employees. However, such charges may not include fees paid by the bank (in addition to regular salary or director's fee) to an officer or director for services rendered within the course and scope of his or her employment with the bank. Subject to limitations of other law, possible fees and charges which may be charged and collected under this section include fees for underwriting, appraisal, document preparation, title insurance or abstract and opinion, insurance (including casualty coverage for collateral and credit products), credit reports, escrows, and filing fees, among others.

(c) Calculation of reasonable fee.

(1) Authorized loan fees must be reasonably related to the costs incurred by the bank. In establishing loan fees, a bank may establish fixed fees for underwriting activities for various categories of loans. In establishing such fixed fees, the bank may take into consideration its average costs in various activities, including but not limited to the average cost of taking an application, obtaining necessary reports and documentation, review of credit reports, analysis of the loan proposal and the prospective borrower's ability to repay, preparation of documents, loan review, and closing activities, plus a reasonable overhead factor. In lieu of conducting its own analysis, where relevant a bank may accept as reasonable and rely on the functional cost analysis prepared by the Board of Governors of the Federal Reserve System.

(2) This section does not require a bank to charge its borrower the full, true cost of accepting and consummating a lending transaction. For example, a bank may choose to assess a lower than actual cost loan fee on smaller consumer single pay loans in the interest of making loans more

affordable to low to moderate income borrowers, or may deliberately underestimate its actual costs to provide a margin of security regarding compliance with law.

(3) Fees and expenses charged and collected in accordance with the Finance Code, §34.203, and in accordance with this section are not considered interest or compensation charged by the bank for the use, forbearance, or detention of money. However, fees and expenses which do not comply with these requirements may be characterized in litigation as interest.

(d) Collection of fee. Loan fees may be collected separately or added to the amount of the promissory note and financed as part of the loan.

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**Source Note:** The provisions of this §12.32 adopted to be effective May 17, 1996, 21 TexReg 3935; amended to be effective November 13, 1997, 22 TexReg 10954; amended to be effective May 6, 2004, 29 TexReg 4141

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Added by Acts 2003, 78th Leg., ch. 1274, Sec. 6, eff. April 1, 2005.

Sec. 2704.003. COPY OF POLICY OR CONTRACT TO AGENT OR DIRECT OPERATION. In a reasonable period as determined by the department, a copy of each title insurance policy or contract issued in a real property transaction shall be provided to each title insurance agent or direct operation providing the title evidence on which the policy or contract is issued.

Added by Acts 2003, 78th Leg., ch. 1274, Sec. 6, eff. April 1, 2005.

Sec. 2704.004. EXCEPTIONS TO APPLICABILITY OF CHAPTER. This chapter does not apply to a company that:

- (1) does not assume primary liability in a reinsurance contract; or
- (2) acts as coinsurer, if at least one of the other coinsurers has complied with this chapter.

Added by Acts 2003, 78th Leg., ch. 1274, Sec. 6, eff. April 1, 2005.

#### SUBCHAPTER B. ISSUANCE OF OWNER AND MORTGAGEE POLICIES FOR RESIDENTIAL REAL PROPERTY

Sec. 2704.051. ISSUANCE OF OWNER POLICY REQUIRED IN CONNECTION WITH ISSUANCE OF MORTGAGEE POLICY. (a) In this section, "mortgagee title insurance policy" means a mortgagee policy of title insurance or another agreement or the equivalent that constitutes the business of title insurance.

(b) Except as provided by Section 2704.052, a title insurance company or title insurance agent that issues a mortgagee title insurance policy in connection with a lien on improved residential real property in this state that is sold shall also issue an owner title insurance policy to the owner of the property.

(c) The title insurance company or title insurance agent issuing the owner title insurance policy shall charge the required premium promulgated by the commissioner.

Added by Acts 2003, 78th Leg., ch. 1274, Sec. 6, eff. April 1, 2005.

Sec. 2704.052. REJECTION OF ISSUANCE OF OWNER POLICY. At or

before closing and settlement, the person acquiring title may reject the issuance of the owner title insurance policy required under Section 2704.051 by executing a written and acknowledged rejection in the form prescribed, after notice and hearing, by the commissioner.

Added by Acts 2003, 78th Leg., ch. 1274, Sec. 6, eff. April 1, 2005.

#### SUBCHAPTER C. TITLE INSURANCE COVERING AREAS AND BOUNDARIES

Sec. 2704.101. DEFINITION. In this subchapter, "area and boundary coverage" means title insurance coverage relating to discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

Added by Acts 2003, 78th Leg., ch. 1274, Sec. 6, eff. April 1, 2005.

#### Sec. 2704.102. RULES AUTHORIZING ACCEPTANCE OF EXISTING SURVEY.

(a) The commissioner by rule may authorize a title insurance company providing area and boundary coverage to accept an existing real property survey as provided by this section.

(b) A title insurance company may accept an existing real property survey rather than requiring a new survey if, notwithstanding the age of the survey or the identity of the person for whom the survey was prepared, the company is willing to accept:

- (1) evidence of the existing survey; and
- (2) an affidavit prescribed by the commissioner that verifies the existing survey.

Added by Acts 2003, 78th Leg., ch. 1274, Sec. 6, eff. April 1, 2005.

Sec. 2704.103. CERTAIN DISCRIMINATION PROHIBITED. A title insurance company may not discriminate in providing area and boundary coverage in connection with residential real property solely because:

- (1) the real property is platted or unplatted; or
- (2) a municipality did not accept a subdivision plat relating to the real property before September 1, 1975.

Added by Acts 2003, 78th Leg., ch. 1274, Sec. 6, eff. April 1, 2005.

Sec. 2704.104. INDEMNITY PROHIBITED. A title insurance company

## 729-733 Pg 6 of 14

Added by Acts 2003, 78th Leg., ch. 1274, Sec. 6, eff. April 1, 2005.

**FedEx** *NEW Package*  
Express *US Airbill*

FedEx Tracking Number **8022 7521 6106**

**1 From** Please print and press hard.

Date **4-22-2014** Sender's FedEx Account Number **1829 2076 2**  
Sender's Name **GREG MORSE** Phone **214 808-7028**

Company \_\_\_\_\_

Address **223 HIGH POINT DRIVE** Dept./Floor/Suite/Room \_\_\_\_\_

City **MURRAY** State **TX** ZIP **75094**

**2 Your Internal Billing Reference**

First 24 characters will appear on invoice.

**3 To** Recipient's Name **CLERK OF THE COURT** Phone **212 668-3870**

Company **US BANKRUPTCY COURT**

Address **ONE BOWLING GREEN** Dept./Floor/Suite/Room \_\_\_\_\_  
We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address \_\_\_\_\_  
Use this line for the HOLD location address or for continuation of your shipping address.

City **NEW YORK** State **NY** ZIP **10004-1408**

**4 Express Package Service**

\*To most locations.  
NOTE: Service order has changed. Please select carefully.

**Next Business Day**

☐ FedEx First Overnight  
Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☒ FedEx Priority Overnight  
Next business morning.\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☐ FedEx Standard Overnight  
Saturday Delivery NOT available.

**2 or 3 Business Days**

☐ FedEx 2Day A.M.  
Second business morning.\* Saturday Delivery NOT available.

☐ FedEx 2Day  
Second business afternoon.\* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☐ FedEx Express Saver  
Third business day.\* Saturday Delivery NOT available.

**5 Packaging** \*Declared value limit \$500.

☐ FedEx Envelope\* ☐ FedEx Pak\* ☒ FedEx Box ☐ FedEx Tube ☐ Other

**6 Special Handling and Delivery Signature Options**

☐ SATURDAY Delivery  
NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

☐ No Signature Required  
Package may be left without obtaining a signature for delivery.

☐ Direct Signature  
Someone at recipient's address may sign for delivery. Fee applies.

☐ Indirect Signature  
If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential delivery only. Fee applies.

**Does this shipment contain dangerous goods?**

One box must be checked.

☐ No ☐ Yes  
As per attached Shipper's Declaration.

☐ Yes  
Shipper's Declaration not required.

☐ Dry Ice  
Dry Ice, 5, UN 1845 x kg

☐ Cargo Aircraft Only

**7 Payment Bill to:**

Enter FedEx Acct. No. or Credit Card No. below.  
☒ Sender Acct. No. in Section 1 will be billed. ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check  
FedEx Acct. No. \_\_\_\_\_ Credit Card No. \_\_\_\_\_ Exp. Date \_\_\_\_\_

Total Packages **1** Total Weight **11.2** Total Declared Value<sup>†</sup> \_\_\_\_\_

Rs. \$ \_\_\_\_\_

<sup>†</sup>Our liability is limited to US\$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability.

Rev. Date 1/12 • Part #157002 • ©2012 FedEx • PRINTED IN U.S.A. SRF



**Easy new Peel-and-Stick airbill. No pouch needed.**  
Apply airbill directly to your package. See directions on back.

**644**

## Track a Shipment

802275216106

☐ Save tracking results

Help

Enter up to 30 FedEx tracking, door tag or FedEx Office order numbers(one per line).

Track

### My Shipments

0  
0  
0

Track and save tracking results for your next visit to fedex.com

Ship (P/U) date :  
Tues 4/22/2014 2:16 pm  
MUR  
US



Delivered  
Signed for by: J.DAWES  
Actual delivery :  
Wed 4/23/2014 9:50 am  
NY  
US

### Delivery Options

This shipment's delivery has been customized by the recipient. Login or Signup for delivery options to edit or cancel the settings. This shipment's delivery has been customized by the recipient. Signup for delivery options to edit or cancel the settings. This shipment's delivery has been customized by the recipient. Add this address to My Profile to edit or cancel the settings. Renew your enrollment to view details or edit this delivery option  
Travel History

Date/Time	Activity	Location
4/23/2014 - Wednesday		
9:50 am	Delivered	NY
8:49 am	On FedEx vehicle for delivery	NEW YORK, NY
8:41 am	At local FedEx facility	NEW YORK, NY
5:21 am	Arrived at FedEx location	NEWARK, NJ
3:54 am	Departed FedEx location	INDIANAPOLIS, IN
1:33 am	Arrived at FedEx location	INDIANAPOLIS, IN

4/22/2014 - Tuesday		
8:28 pm	Left FedEx origin facility	PLANO, TX
2:16 pm	Picked up	PLANO, TX

Local Scan Time

#### Shipment Facts

Tracking number 802275216106  
Weight 16 lbs  
Total pieces 1  
Packaging FedEx Extra Large Box  
Service FedEx Priority Overnight  
Delivered To Receptionist/Front Desk  
Total shipment weight 16 lbs / 7.26 kgs  
Special handling section Deliver Weekday





1200 CAPITAL AVE  
Plano, TX 75074

Location: DNECE  
Device ID: DNECE-POS3  
Employee: 154518  
Transaction: 830114433371

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**PRIORITY OVERNIGHT**

802275216106 16.00 lb (M) 89.62

Scheduled Delivery Date 04/23/2014

Shipment subtotal: 89.62

**Total Due: 89.62**

FedEx Account: 89.62  
\*\*\*\*\*0762

M = Weight entered manually  
S = Weight read from scale  
T = Taxable item

Subject to additional charges. See FedEx Service Guide  
at [fedex.com](http://fedex.com) for details. All merchandise sales final.

Visit us at: [fedex.com](http://fedex.com)  
Or call 1.800.GoFedEx  
1.800.463.3339

April 22, 2014 2:17:00 PM

**FedEx** *NEW Package*  
Express *US Airbill*

FedEx Tracking Number 8055 9223 8626

**1 From** Please print and press hard.

Date **4-23-2014** Sender's FedEx Account Number **1829 20762**  
Sender's Name **GREG MORSE** Phone **(214) 808-7028**

Company

Address **223 HIGH POINT DR.**  
City **MURPHY** State **TX** ZIP **75094**

**2 Your Internal Billing Reference**

First 24 characters will appear on invoice.

**3 To** Recipient's Name **JUDGE MARTIN GLENN** Phone **(212) 284-4551**

Company **US BANKRUPTCY COURT**

Address **ONE BOWLING GREEN**  
We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address  
Use this line for the HOLD location address or for continuation of your shipping address.  
City **NEW YORK** State **NY** ZIP **10004-1408**

**!** Easy new Peel-and-Stick airbill. No pouch needed.  
Apply airbill directly to your package. See directions on back.

**0200** Sender's Copy

**4 Express Package Service**

NOTE: Service order has changed. Please select carefully.

**Next Business Day**

☐ FedEx First Overnight  
Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☒ FedEx Priority Overnight  
Next business morning.\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☐ FedEx Standard Overnight  
Next business afternoon.\* Saturday Delivery NOT available.

**2 or 3 Business Days**

☐ FedEx 2Day A.M.  
Second business morning.\* Saturday Delivery NOT available.

☐ FedEx 2Day  
Second business afternoon.\* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☐ FedEx Express Saver  
Third business day.\* Saturday Delivery NOT available.

**5 Packaging** \*Declared value limit \$500.

☐ FedEx Envelope\* ☐ FedEx Pak\* ☒ FedEx Box ☐ FedEx Tube ☐ Other

**6 Special Handling and Delivery Signature Options**

☐ SATURDAY Delivery  
NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

☐ No Signature Required  
Package may be left without obtaining a signature for delivery.

☐ Direct Signature  
Someone at recipient's address may sign for delivery. *Fee applies.*

☐ Indirect Signature  
If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. *Fee applies.*

**Does this shipment contain dangerous goods?**

One box must be checked.  
☒ No ☐ Yes  
As per attached Shipper's Declaration.

☐ Dry Ice  
Dry Ice, 9, UN 1845 X kg

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Dry Ice Box.

☐ Cargo Aircraft Only

**7 Payment Bill to:**

Enter FedEx Acct. No. or Credit Card No. below.  
☒ Sender Acct. No. in Section will be billed. ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

FedEx Acct. No. Credit Card No. Exp. Date

Total Packages Total Weight Total Declared Value\*

1 lbs. \$ .00

\*Our liability is limited to US\$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability.

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**644**

## Track a Shipment

805592238626

☐ Save tracking results

Help

Enter up to 30 FedEx tracking, door tag or FedEx Office order numbers(one per line).

Track

### My Shipments

0  
0  
0

Track and save tracking results for your next visit to fedex.com

Ship (P/U) date :  
Wed 4/23/2014 3:42 pm  
MUR  
US



Delivered  
Signed for by: M.PORTER  
Actual delivery :  
Thur 4/24/2014 10:25 am  
NY  
US

### Delivery Options

This shipment's delivery has been customized by the recipient. Login or Signup for delivery options to edit or cancel the settings. This shipment's delivery has been customized by the recipient. Signup for delivery options to edit or cancel the settings. This shipment's delivery has been customized by the recipient. Add this address to My Profile to edit or cancel the settings. Renew your enrollment to view details or edit this delivery option.  
Travel History

Date/Time	Activity	Location
4/24/2014 - Thursday		
10:25 am	Delivered	NY
8:37 am	On FedEx vehicle for delivery	NEW YORK, NY
8:17 am	At local FedEx facility	NEW YORK, NY
5:21 am	Arrived at FedEx location	NEWARK, NJ
3:54 am	Departed FedEx location	INDIANAPOLIS, IN
1:21 am	Arrived at FedEx location	INDIANAPOLIS, IN
4/23/2014 - Wednesday		
8:28 pm	Left FedEx origin facility	PLANO, TX
3:42 pm	Picked up	PLANO, TX

Local Scan Time

#### Shipment Facts

Tracking number 805592238626  
Weight 4 lbs  
Total pieces 1  
Packaging FedEx Medium Box  
Service FedEx Priority Overnight  
Delivered To Receptionist/Front Desk  
Total shipment weight 4 lbs / 1.81 kgs  
Special handling section Deliver Weekday



1200 CAPITAL AVE  
Plano, TX 75074

Location: DNECE  
Device ID: DNECE-POS3  
Employee: 154518  
Transaction: 830114553026

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**PRIORITY OVERNIGHT**

805592238626 4.15 lb (S) 49.10

Scheduled Delivery Date 04/24/2014

Shipment subtotal: 49.10

**Total Due: 49.10**

FedEx Account: 49.10

\*\*\*\*\*0762

M = Weight entered manually  
S = Weight read from scale  
T = Taxable item

Subject to additional charges. See FedEx Service Guide  
at [fedex.com](http://fedex.com) for details. All merchandise sales final.

Visit us at: [fedex.com](http://fedex.com)  
Or call 1.800.GoFedEx  
1.800.463.3339

April 23, 2014 3:42:42 PM

**Subject:** Fw: ResCap Bankruptcy - Additional Documents  
**From:** Mortgage Endgame (mortgageendgame@yahoo.com)  
**To:** glenn@pcdrisin.com;  
**Date:** Monday, April 28, 2014 4:26 PM

## **MORTGAGE ENDGAME®**

**The only real solution to the home mortgage crisis**

----- Forwarded Message -----

**From:** Greg M <pilot7503@yahoo.com>  
**To:** ENDGAME MORTGAGE <mortgageendgame@yahoo.com>  
**Sent:** Monday, April 28, 2014 11:57 AM  
**Subject:** Fw: ResCap Bankruptcy - Additional Documents

On Monday, April 28, 2014 7:26 AM, "Petts, Jonathan M." <JPetts@mofo.com> wrote:  
Mr. Morse,

I'm following up on the email below. Please send by overnight mail the supporting exhibits to your recently filed brief [Docket No. 6825] to the following address:

**Jonathan Petts  
Morrison & Foerster LLP  
250 West 55<sup>th</sup> Street  
New York, NY 10019-9601**

Thank you,

**Jonathan Petts  
Morrison & Foerster LLP  
Please note our new office address:  
250 West 55<sup>th</sup> Street | New York, NY 10019-9601  
P: +1 (212) 336.4291 | C: +1 (917) 332.9750  
JPetts@mofo.com | www.mofo.com**

**From:** Petts, Jonathan M.  
**Sent:** Friday, April 25, 2014 1:42 PM  
**To:** 'pilot7503@yahoo.com'  
**Cc:** Lewis, Adam A.  
**Subject:** ResCap Bankruptcy - Additional Documents

Mr. Morse,

I'm following up on a voicemail I left about an hour ago regarding your claim in the ResCap bankruptcy case. The Bankruptcy Court has informed me that you submitted a box of additional documents today in support of your claim, as well as certain other documents yesterday. At the court's instruction, I am reaching out to

**EXHIBIT 733**

request that you send copies of the documents referenced above to my address below. We would appreciate it if you could mail the documents by overnight mail.

Thank you,  
Jonathan Petts

Jonathan Petts  
Morrison & Foerster LLP  
250 West 55<sup>th</sup> Street  
New York, NY 10019-9601

P: +1 (212) 336.4291 | C: +1 (917) 332.9750  
[JPetts@mofo.com](mailto:JPetts@mofo.com) | <http://www.mofo.com/>

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For information about this legend, go to <http://www.mofo.com/Circular230/>

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